

STATE OF INDIANA) IN THE LAKE COUNTY SUPERIOR COURT
) SS:
COUNTY OF LAKE) CAUSE NO. 45D10-0603-PL-00046

STATE OF INDIANA,

 Plaintiff,

 v.

DONALD SHEAKS,
Individually and d/b/a

 Defendant.

Filed in Open Court

MAR 09 2007

Thomas R. Philpott
CLERK LAKE SUPERIOR COURT

DEFAULT JUDGMENT

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment and the Court having read the same and being duly advised in the premises, now finds the following:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendant.
2. The Lake County Sheriff duly served Defendant with process more than twenty-three (23) days before Plaintiff's Motion for Default Judgment.
3. Defendant has failed to appear, plead, or otherwise respond to the complaint.
4. Defendant is not an infant, incompetent, or in military service.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendant, Donald Sheaks, individually and doing business as Sheaks Roofing.

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Thomas R. Philpott
CLERK LAKE SUPERIOR COURT

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that:

Defendant is permanently enjoined, pursuant to Indiana Code § 24-5-0.5-4(c)(1),

from:

a. in the course of entering into home improvement transactions, failing to provide to the consumer a written, completed home improvement contract which includes at a minimum the following:

- 1) the name of the consumer and the address of the residential property that is the subject of the home improvement;
- 2) the name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- 3) the date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- 4) a reasonably detailed description of the proposed home improvements;
- 5) if the description required by Indiana Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;

- 6) the approximate starting and completion dates of the home improvements;
 - 7) a statement of any contingencies that would materially change the approximate completion date;
 - 8) the home improvement contract price; and
 - 9) signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legibly printed or typed version of that person's name placed directly after or below the signature;
- b. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer;
- c. soliciting to engage in a consumer transaction without first obtaining the necessary license and/or permit as required by law;
- d. in the course of entering into home improvement transactions, failing to obtain the necessary licenses and permits prior to commencing any home improvement work; and
- e. representing that Defendant is able to start or complete a home improvement within a stated period of time or, when no time period is stated, within a reasonable time, when he knows or should reasonably know that he cannot.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that judgment is granted in favor of the Plaintiff, State of Indiana, and against the

Defendant, Donald Sheaks, individually and doing business as Sheaks Roofing, as follows:

a. The contract previously entered into by Donald Sheaks, individually and doing business as Sheaks Roofing with Carol Kaniewski is cancelled pursuant to Ind. Code §24-5-0.5-4(d).

b. The Defendant shall pay consumer restitution pursuant to Ind. Code §24-5-0.5-4(c)(2), for Carol Kaniewski, in the amount of Eight Hundred Seventy Seven Dollars and Forty Six Cents (\$877.46), payable through the Office of the Attorney General;

c. The Defendant shall pay civil penalties, pursuant to Ind. Code §24-5-0.5-4(g), for Defendant's knowing violation of the Deceptive Consumer Sales Act,, in the amount of Five Hundred Dollars (\$500.00), payable to the State of Indiana;.

d. The Defendant shall pay civil penalties, pursuant to Ind. Code § 24-5-0.5-8, for Defendant's intentional violation of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00), payable to the State of Indiana;

e. Pursuant to Indiana Code § 24-5-0.5-4(c)(3), Defendant must pay costs in the amount of Six Hundred Two Dollars and Fifty Cents Dollars (\$602.50) for the Attorney General's reasonable expenses incurred in the investigation and prosecution of this action.

The Court awards the Plaintiff, the State of Indiana, a total monetary judgment against the Defendant, Donald Sheaks, individually and doing business as Sheaks Roofing, in the amount of Two Thousand Four Hundred Seventy-Nine Dollars and Ninety-Six Cents (\$2,479.96)

So ordered.
John R. Pera
March 9, 2007

ALL ORDERED, ADJUDGED AND DECREED on this _____ day of
_____, 2007.

Judge, Lake Superior Court

DISTRIBUTION:

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